

Jackson County Project Development Board  
Agenda  
September 5, 2006

- Call Meeting to Order
- Approval of Minutes from 8-01-06
- Approval of Minutes from 8-22-06
- Brief presentation from Jim DeCesare of Alliance Corporation
- Discussion of proposed purchase of Mrs. Thomas's property



# Commonwealth of Kentucky Court of Justice

## MEETING NOTES

COUNTY: Jackson

MTG. DATE: Sept 5<sup>th</sup>, 2006

LOCATION: Courthouse

FACILITY: Jackson Co. Justice Center

### AGENDA: Site Acquisition/Survey; Final Land Decision

| Present        | Representing                               | Phone        |
|----------------|--|--------------|
| Tommy Slone    | CJE  | 606-287-8562 |
| Devonna Hisel  | CJE Secretary                              |              |
| Vester Rose    | JC Magistrate                              |              |
| Cletus Maricle | Circuit Judge                              |              |
| Bobby Morris   | CCC  |              |
| Jeff Lilly     | AOC  | 502-573-2350 |
| Tim Graviss    | JRA Architects                             | 502-583-4697 |
| Carl Cunnigan  | Bar Rep                                    |              |
| Connie Payne   | AOC  |              |
| Vince Gabbert  | RSA  |              |
| Jim Decesare   | Alliance Corp. (Public Relations Director) |              |

### ITEMS DISCUSSED:

-Jim Decesare (PR Director) – Brief introduction of Alliance Corporation.

-Discussions concerning Ms. Thomas's property acquisition. Discussions concerning conditions, wording for the sale and of property and deed preparation.

-Construction Management proposals due Sept. 18<sup>th</sup>, 2006 @ 4 PM EST.

### ACTION ITEMS:

-Approved minutes of last two meetings with minor changes.

-PDB approved CJE Slone and Garlan Vanhook to use an executive phone call for final approval of wording of deed.

-PDB approved JRA's acquisition of geotech firms through RFPs.

-CM interviews scheduled for Oct. 3<sup>rd</sup>, 2006 beginning @ 2 PM EST.

Next regular PDB meeting is October 3<sup>rd</sup>, 2006 @ 3 PM EST.

REPORT BY: Jeff Lilly

FILE:



# Commonwealth of Kentucky Court of Justice

## MEETING NOTES

COUNTY: JACKSON CO.

FACILITY: JUDICIAL CENTER

MTG. DATE: 9-5-06

LOCATION: McKEE

AGENDA: THOMAS PROPERTY ACQUISITION/DEED WORDING PREP

| Present                       | Representing   | Phone                                |
|-------------------------------|----------------|--------------------------------------|
| ALL (INCLUDING DEVONNA HISEL) | PDB            |                                      |
| TIM GRAVISS                   | JRA            |                                      |
| VINCE GARBERT                 | RSA            |                                      |
|                               |                |                                      |
|                               |                |                                      |
|                               |                |                                      |
| JACKIE THOMAS                 | Property Owner |                                      |
| JEFF LILLY                    | ADC            |                                      |
| JIM DECESARE (PR Director)    | ALLIANCE CORP. | 270-651-8848 (P)<br>270-742-5779 (C) |

### ITEMS DISCUSSED:

- JIM DECESARE (ALLIANCE) Brief introduction of Alliance Corporation.
- DISCUSSIONS CONCERNING MS THOMAS'S PROPERTY.  
Conditions, wording for sale of deed.

### ACTION ITEMS:

- PDB APPROVED TWO PREVIOUS MTG MINUTES w/ MINOR CHANGES.
- PDB APPROVED CJE SLOVE & GARLAN TO WIE EXECUTIVE PHONE CALL FOR FINAL APPROVAL OF WORDING OF DEED.
- PDB APPROVED GEOTECH RFP'S BE SENT OUT.

REPORT BY: JEFF LILLY

FILE:

C:

Jackson County Project Development Board

Minutes of 9-05-06

Attending: Board Members, Judge Slone, Judge Maricle, Connie Payne, Bobby Morris, Carl Cunnigan, and Vester Rose; Jeff Lilly, AOC, Tim Graviss, JRA, Vince Gabbert, RSA, Jim DeCesare with Alliance Corporation, and Mrs. Jacqueline Thomas.

Judge Slone called the meeting to order

Judge Maricle made a motion to approve the minutes from the meeting on 8-01-06 and 8-22-06, with a correction to the minutes from 8-01-06. The portion of property the board is interested in acquiring from Mrs. Thomas is .59 acres and not .62 as stated in the minutes. Connie seconded the motion. Motion carried.

Mr. Jim DeCesare, with Alliance Corporation, gave a brief presentation to introduce his company to the board. After giving each board member an informational packet, he left the meeting.

Judge Slone then introduced Mrs. Thomas to the board. Carl informed the board that Mrs. Thomas was in agreement with the purchase price and with the 1<sup>st</sup> right of refusal; however she questioned the restrictions of future use of her remaining property and was hesitant to sell the front portion. Jeff Lilly, in response to a question from Connie, expressed the AOC's concern about future use of the remaining property because they would have the right of way. After discussion Mrs. Thomas agreed to the wording that Carl proposed. (See Attached item A) Jeff said he would present the wording to Garlan Vanhook, AOC General Manager. Garlan and Judge Slone could then have an executive session by phone and accept or reject the wording. Judge Maricle made a motion to give them the authority to accept the wording. Bobby seconded. Motion carried. Judge Maricle clarified for her that 1<sup>st</sup> right of refusal meant the AOC or County would be given the option to buy the remaining property should she, or her family, decide to sell it. Mrs. Thomas then stated she wanted wording in the deed that would prevent future condemnation from taking place. Judge Slone assured her that presently the county has no intentions to buy the property. Judge Maricle told her that it probably would not be legally binding to future county governments. After further discussion, she withdrew her objection and agreed to sign the deed when it was ready.

Carl said that Allen Roberts, of Roberts Law Office, has started the insurance title search. Due to the illness of the county attorney, Carl will draw up the deed and the county attorney will sign it after it is prepared. Mrs. Thomas said the family members that would

need to sign the deed lived out of the county and it would take several days to acquire the signatures. She will call Judge Slone when the deed is ready for closing. Vince Gabbert said he would need 5 days notice to have the check ready.

Bobby made a motion for JRA to prepare the RFP for geo-technical services. Connie seconded. Motion carried.

Motion to adjourn.

Item A

said right of way to be constructed, maintained, and kept open at all times, by the second party

As part of the consideration paid for this conveyance, the First Party hereby grants unto the Second party, their successors and assigns a first of refusal, and right to purchase, (option to purchase), the remaining portion of the first party's tract of land, (reserve parcel), at any time the First Party decides to sell the remaining property, at a bona fida price offered the First Party by a third party.

The first party, as a part of the consideration paid and received for the property herein purchased, that the remaining portion of their property (reserve parcel) will not at any time be used by them, or allowed to be used by a third party, in any way which would be a nuisance to, or eyesore to, or in any detrimental way affect or hinder the use of the property conveyed to the second party.

To have and to hold the same, together with all the appurtenances thereunto belonging, unto the party of the second part, its successors and assigns, forever, with covenant of General Warranty.

Consideration Certificate: The parties to this deed under penalty of perjury, and pursuant to KRS Ch. 382, by signing this deed do hereby state under oath that the consideration reflected herein, is the full and actual consideration paid and/or received for the property herein conveyed. The Grantee joins this deed for the sole purpose of certifying the consideration, pursuant to K.R.S.

The 2006 Jackson County and City of McKee property taxes shall be prorated between the parties, each party paying that portion of the taxes for the time period owned by each party.